

**Authorized Federal Supply Service
Information Technology Schedule Price List
General Purpose Commercial Information
Technology Equipment, Software and Services**



Voice Messaging Services

Voicecom Telecommunications, LLC.

d/b/a Intelliverse

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**General Services Administration
Federal Supply Service**

Special Item No. 132-52

Electronic Commerce Services

FPDS Code D304

Voice Messaging Services

Contract Number:

GS-35F-0527L

Period Covered by Contract:

July 30, 2011 through July 30, 2016

Pricelist current through Modification # 19, dated 3/30/11.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Table of Contents

1.0	INFORMATION FOR ORDERING OFFICES.....	4
1.1	GEOGRAPHIC SCOPE OF CONTRACT	4
1.2	CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION	5
1.3	LIABILITY FOR INJURY OR DAMAGE	5
1.4	STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279	5
1.5	FOB DESTINATION	6
1.6	DELIVERY SCHEDULE.....	6
1.7	DISCOUNTS.....	6
1.8	TRADE AGREEMENTS ACT OF 1979, AS AMENDED	7
1.9	STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING.....	7
1.10	SMALL REQUIREMENTS	7
1.11	MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT): ..	7
1.12	ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS.....	7
1.13	FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS.....	8
1.14	CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)	9
1.15	CONTRACT ADMINISTRATION FOR ORDERING OFFICES	10
1.16	GSA ADVANTAGE!	10
1.17	PURCHASE OF OPEN MARKET ITEMS.....	10
1.18	CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.....	11
1.19	OVERSEAS ACTIVITIES.....	11
1.20	BLANKET PURCHASE AGREEMENTS (BPAs)	12
1.21	CONTRACTOR TEAM ARRANGEMENTS.....	12
1.22	INSTALLATION, DEINSTALLATION, REINSTALLATION	12
1.23	SECTION 508 COMPLIANCE.....	12
1.24	PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES	13
1.25	INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5).....	13
1.26	SOFTWARE INTEROPERABILITY	13
1.27	ADVANCE PAYMENTS	14
2.0	TERMS AND CONDITIONS APPLICABLE TO VOICE MESSAGING SERVICES (SPECIAL ITEM NUMBER 132-52)	15
2.1	SCOPE.....	15
2.2	PERFORMANCE INCENTIVES	15
2.3	ORDER	15
2.4	PERFORMANCE OF SERVICES	15
2.5	STOP-WORK ORDER (FAR 52.242-15, AUG 1989)	16
2.6	INSPECTION OF SERVICES	17
2.7	RESPONSIBILITIES OF THE CONTRACTOR.....	17
2.8	RESPONSIBILITIES OF THE ORDERING ACTIVITY	17
2.9	INDEPENDENT CONTRACTOR.....	17
2.10	ORGANIZATIONAL CONFLICTS OF INTEREST.....	17
2.11	INVOICES	18
2.12	PAYMENTS.....	18
2.13	RESUMES.....	18



2.14	INCIDENTAL SUPPORT COSTS	18
2.15	APPROVAL OF SUBCONTRACTS	19
3.0	INTELLIVERSE SERVICES OVERVIEW.....	20
3.1	INTELLIVERSE - WHO WE ARE	20
3.2	INTELLIVERSE – AVAILABLE SERVICES	20
3.3	TRAINING	21
4.0	PRODUCT DESCRIPTIONS AND PRICING	22
4.1	IVR – INTERACTIVE VOICE RESPONSE	22
4.2	OUTBOUND VOICE BLAST	25
4.3	VOICE OVER INTERNET PROTOCOL (VoIP).....	27
4.4	HOSTED VOICE MAIL	30
4.5	UNIFIED COMMUNICATIONS	32
4.6	INTEGRATED PREMISE VOICE MAIL	35
4.7	CONFERENCING	37
5.0	SMALL BUSINESS COMMITMENT	40
6.0	BLANKET PURCHASE AGREEMENT (BPA) FORMAT	41
7.0	CONTRACTOR TEAM ARRANGEMENTS	44

1.0 Information for Ordering Offices

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1.1 GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ [X] The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ [] The Geographic Scope of Contract will be overseas delivery only.
- ☐ [] The Geographic Scope of Contract will be domestic delivery only.



1.2 CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

For orders by facsimile transmission, fax completed order form to:

Attn: Account Manager, Government Services
Fax: 877.808.8244

For orders by U.S. Mail, mail completed order form to:

Attn: Account Manager, Government Services
Intelliverse
5900 Windward Parkway, Suite 500
Alpharetta, GA 30005

Intelliverse's Payment Address

Remit to:

Intelliverse
8130 Innovation Way
Chicago, IL. 60682

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Account Manager, Government Services
770.663.5484

1.3 LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

1.4 STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS)
Number: **16-1073291**
Block 30: Type of Contractor - C. **Large Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN) **84-1550690**



- a. CAGE Code: _3BFM4_____
- b. Contractor has registered with the Central Contractor Registration Database.

1.5 FOB DESTINATION

Not Applicable

1.6 DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

132-52

DELIVERY TIME (Days ARO)

**

**Intelliverse will commence performance of services on the date agreed to by
Intelliverse and the Buying Agency.

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

1.7 DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **None**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **None**
- e. Other: **None**

1.8 TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

1.9 STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Applicable

1.10 SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is:

Integrated Voice Response (IVR)	\$ 2,000/month
Outbound Voice Blast	\$ 2,000/month
Voice over Internet Protocol (VoIP)	None
Hosted Voice Mail	None
Unified Communications	None
Integrated Premise Voice Mail	\$2,000.00/month
Conferencing	None

1.11 MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment):

- a. Special Item Number 132-52 - Electronic Commerce (EC) Services

The maximum dollar value per order for all EC services will be **\$500,000**.

1.12 ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

1.13 FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

1.13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

1.13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

1.14 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

1.15 CONTRACT ADMINISTRATION FOR ORDERING OFFICES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

1.16 GSA Advantage!

GSA *Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA *Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

1.17 PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items - to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

1.18 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

1.19 OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

1.20 BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

1.21 CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

1.22 INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction, classified installation, deinstallation, and reinstallation services under SIN 132-8.

1.23 SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Not Applicable

The EIT standard can be found at: www.Section508.gov/

1.24 PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

1.25 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.26 SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as



interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

1.27 ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

2.0 TERMS AND CONDITIONS APPLICABLE TO VOICE MESSAGING SERVICES (Special Item Number 132-52)

2.1 SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2.2 PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

2.3 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

2.4 PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

2.5 STOP-WORK ORDER (FAR 52.242-15, AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

2.6 INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

2.7 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

2.8 RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

2.9 INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

2.10 ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage

to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

2.11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

2.12 PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

2.13 RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

2.14 INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.



2.15 APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



3.0 Intelliverse Services Overview

3.1 Intelliverse - Who We Are

Intelliverse has been solving complex and ever-changing communications problems for businesses of all sizes since 1984. We help our customers communicate more effectively with their customers and employees. Our longevity and experience in Voice Messaging, IVR, Conferencing, and IP Telephony, offer the stability of an established company plus the agility of an innovative technology provider.

All Intelliverse services are supported with:

- 24 x 7 Customer Support via an 800 help line
- 24 x 7 system maintenance
- Training
- User Maintenance

With Intelliverse's services, there is no equipment to buy, install, maintain, upgrade or repair. Intelliverse takes care of everything.

3.2 Intelliverse – Available Services

3.2.1 Interactive Voice Response (IVR)

Intelliverse's Interactive Voice Response (IVR) solutions automate the handling of inbound or outbound calls by interacting with one or more databases or host systems. Inbound callers can interact with the system via touch-tone or spoken commands. Outbound calls can be scheduled or triggered based on pre-set or human induced events. Our proven approach is to merge industry insight with innovative technical capabilities, resulting in value-loaded communication solutions for your business.

3.2.2 Outbound Voice Blast

Outbound Voice Blast is a high-volume, automated voice service which delivers pre-recorded voice messages to any size list of phone numbers, enabling users to communicate personally and effectively with many individuals at once. Real-time reporting capability lets you know when campaigns are complete, who has confirmed receipt of messages, and provides a historical record of the communication.

3.2.3 Voice over Internet Protocol (VoIP)

Intelliverse's VoIP Solution is a revolutionary business class phone product that provides business locations with local phone service complimented by all the features relied on in today's business world. Multiple offices are bridged together on one seamless network



allowing enterprise features such as extension dialing and call transfer to work within your entire organization.

3.2.4 Hosted Voice Mail

Hosted Voice Mail provides voice mail as a service to agencies without installing additional equipment on customer's premise. Intelliverse manages the entire corporate-wide voice messaging solution over the term of the contract and provides on-site training, directories and maintains all messaging equipment in Intelliverse-run operations centers.

3.2.5 Unified Communications

Unified Communications brings together multiple forms of communication services into a single, manageable service. Features include live call connection with call screening, voicemail to email, single mailbox for voice/fax, and faxmail to email. With Unified Communications, your business keeps moving when you're on the move.

3.2.6 Integrated Premise Voice Mail

The Integrated Premise Voice Mail is where Intelliverse places voice messaging equipment on the Buying Agency's site and provides a total turnkey solution for CPE voice messaging. Intelliverse manages the entire corporate-wide voice messaging solution over the term of the contract, provides on-site training and directories, and maintains all voice messaging equipment.

The Buying Agency is responsible for the PBX-related components (such as digital sets, line cards, etc.).

3.2.7 Conferencing

Intelliverse Easy Dial Voice Conferencing is an enterprise-class voice conferencing service that provides a simple and cost effective solution to conduct reliable virtual meetings with your customers, colleagues, and partners. Our reservation-less solution lets you conduct on the fly meetings with participants anywhere in the world.

3.3 Training

One of the most advantageous aspects of the Intelliverse service is its easy-to-understand instructions and built-in help functions. Unlike other equipment, a minimum amount of training is required to be a proficient and educated user on an Intelliverse service. The focus of training is not on "which keys do what," but rather on how to most effectively utilize Intelliverse as a productivity tool to increase efficiency, streamline communications, and provide greater service.

4.0 Product Descriptions and Pricing

4.1 IVR – Interactive Voice Response

4.1.1 Description and Features

Intelliverse's Interactive Voice Response (IVR) product line automates the handling of inbound or outbound calls by interacting with one or more databases or host system. Inbound callers can interact with the system via touch-tone or spoken commands. Outbound calls can be scheduled or triggered based on pre-set or human induced events.

Intelliverse works with each customer to understand the particular communication challenge and design a solution using pre-built technology building blocks. In this way, the customer gets a custom-build solution without having to pay for custom development.

Typical features of common IVR Solutions include:

Automation of routine inbound calls

- Provide hours of operation, directions, pre-recorded information
- Multi-language support; provide information to callers in many languages

Connect callers to live resources

- Based on customer selection, transfer to call center or directly to an extension
- Integration with existing ACDs / CRM to provide screen pops

Self-service options

- Give callers phone-based portal options such as providing account balances, appointment date/time, payment due date, status of claim/case, etc.

Call Center / ACD Services

- Call queuing, skills-based routing, live queue/agent monitoring, call recording, call barge-in, music on hold, web admin of queues
- More cost effective over traditional equipment-based call center solutions especially for smaller call centers, those with home-based workers, or multiple centers needing to work together as a large united call center.

Extensive reporting ability

- Information about why and when customers are calling
- Used for staffing, marketing campaigns, feedback, etc.
- Real-time, web-based reporting portal provides custom data on demand



4.1.2 Parameters

Intelliverse IVR services are network-based or “cloud” services that are hosted out of Intelliverse’s operations centers. Services are available globally to the users via public switched telephone network (local numbers or toll free numbers), Internet telephony, or direct, private integration with agency communication networks. For usage, Intelliverse bills in six-second increments after the initial thirty seconds of the call.

4.1.3 Development

Designated Intelliverse Sales Engineers will help design the IVR application to meet the client’s needs. Once design is completed and client certifies; Intelliverse Application Developer begins development.

4.1.4 Training

Additional training is available at a cost which will be established with each Buying Agency outside the scope of this contract. Additional documentation can be provided for custom IVR services to outline user instructions.

4.1.5 Support & Maintenance for Interactive Voice Response

Intelliverse has more than 15 years company experience providing IVR applications to rapidly growing organizations. We have established a secure, redundant network to deploy various call answering solutions using touch-tone, voice recognition and CTI integration technologies. Our network is structured to perform as well with low volumes as high volumes due to our modular architecture. Intelliverse’s operations are supported by a certified and trained technical staff and maintain a platform uptime of 99.999%.

Intelliverse is responsible for all support and maintenance for Intelliverse owned/ hosted IVR services. All client modification will be handled on a case-by-case basis and given priority based on client needs. Intelliverse’s IVR team will provide clients with turn around times for modifications once requirements are completed. Intelliverse provides a 24/7-support group that maintains and monitors IVR related applications and hardware. Intelliverse will provide associated escalation procedures to clients once the application is developed.

4.1.6 Network Set-Up Service

Intelliverse provides and maintains a telecommunications network for all IVR services. Any expenses associated with client requested dedicated facilities are charged back to the client. Intelliverse handles all capacity planning for IVR telecommunication and data infrastructures.

In all instances, Intelliverse will charge a one-time Application set-up fee to facilitate set-up of the IVR Solution.



4.1.7 Pricing

Pricing for Interactive Voice Response is as follows:

Item	Pricing
Application Development	\$90.00 per hour
Voice Recordings	\$200.00 per hour
Inbound Usage (calls TO Intelliverse applications)	\$0.09 / minute
Outbound Usage (calls FROM Intelliverse applications)	\$0.05 / minute
Monthly Minimum	70% of expected usage
Transcription	\$0.40/message
Minimum Contract Term	12 months

4.2 Outbound Voice Blast

4.2.1 Description and Features

Our high-volume, automated voice messaging service delivers pre-recorded voice messages to any size list of phone numbers, enabling users to communicate personally and effectively with many individuals at once. Access to service is available through Web interface or via touch-tone phone. Service features include:

- Ability to kick off campaigns by a human (phone or web) or triggered from an automated process
- Real time status reports accessible over web – available any time
- Message Delivery via outbound phone call, text message, or email
- Interactive ability allowing message recipient to press/reply to begin a session (for example, “press 1 now if you would like to make a payment on this account, press 2 to discuss payment arrangements with a representative.”)
- Immediate or scheduled delivery options
- Final delivery report to e-mail or fax address
- Automatic retries for busy or unanswered calls

Applications of Outbound Voice Blast include:

- Broadcast message to delinquent accounts
- Appointment reminders
- Emergency notification systems
- Product recall

4.2.2 Parameters

Intelliverse services will be provided nationwide out of Intelliverse’s telecommunication centers. For outbound calls, Intelliverse bills in six-second increments after the initial thirty seconds of the delivered call. For outbound text messages or emails, Intelliverse bills by the message. Only delivered calls or messages are invoiced.

4.2.3 Development

A dedicated Intelliverse Account Manager will assist customer in first time access to web interface, building initial delivery list, and recording message.

4.2.4 Training

Training on how to use the system and initiate campaigns is included with the application.



4.2.5 Support & Maintenance

Intelliverse is responsible for all support and maintenance for Intelliverse owned/ hosted IVR services. All client modification will be handled on a case-by-case basis and given priority based on client needs. Intelliverse's IVR team will provide clients with turn around times for modifications once requirements are completed. Intelliverse provides a 24/7-support group that maintains and monitors IVR related applications and hardware. Intelliverse will provide associated escalation procedures to clients once applications are developed.

4.2.6 Network Set-Up Service

Intelliverse provides and maintains a telecommunications network for all Voice Blast services. Any expenses associated with client requested dedicated facilities are charged back to the client. Intelliverse handles all capacity planning for IVR telecommunication and data infrastructures.

In all instances, Intelliverse will charge a one-time Application set-up fee to facilitate set-up of the IVR Solution.

4.2.7 Pricing

Pricing for Outbound Voice Blast is as follows:

Item	Per Unit
Outbound Voice Blast (calls)	\$0.10/minute
Outbound Voice Blast (txt,email)	\$0.10/message
Application Development/Setup	\$ 90 / hour
Minimum Contract Term	12 months

4.3 Voice over Internet Protocol (VoIP)

4.3.1 Description and Features

Intelliverse's VoIP Solution is a fully-featured business-class phone service which includes expected features, such as Local Dial tone, 911 Service, Directory Listing, Caller ID, Voicemail along with some enhanced features such as Extension Dialing between Locations, Call Transfer, Electronic Faxing and a Real-time Call Log.

Based on the infrastructure of the Buying Agency's location, 2 types of service are available:

- **SIP Trunking.** For locations with existing phone systems (PBX / Key Systems.)
Allows you to leverage an existing investment in a phone system while savings costs on monthly telco costs and connecting the location to overall enterprise VoIP network. An Internet Access Device (IAD) is purchased and installed to allow the legacy phone system to be connected to the VoIP network. Intelliverse provides the local dial tone, long distance services, 911, and directory listing, while the phone system continues to provide intra-office calls, voicemail, call transfer, etc.
- **Hosted PBX.** For locations without phone systems or wanting to get rid of one.
Replaces the need for an on-premise phone system by providing all of the features that a phone system normally provides through Intelliverse's hosted network. New IP phones are purchased and installed at every desktop. These phones connect directly to the data network, just like computers. Every user has access to features including:
 - Local Dial tone
 - 911 Service
 - Directory Listing
 - Caller ID
 - Call Waiting
 - 3 Way Calling
 - Voicemail
 - Call Forwarding

4.3.2 Parameters

Intelliverse can source and provide the required equipment for the service including Internet Access Devices and IP Phones. Intelliverse can also provide professional installation services to ensure smooth installation of service at each location. The Buying Agency is responsible to separately purchase data connectivity with enough bandwidth to handle the voice traffic. Intelliverse will advise the Agency how much bandwidth is required for each location's VoIP traffic.



4.3.3 Development

Custom development is typically not required. Intelliverse's project team will gather requirements about each site, plan installation/cut-over dates, schedule number ports, and oversee the entire process to ensure a smooth transition.

4.3.4 Training

User materials provide most of the information that users require to use the service but if additional training is required, Intelliverse can provide conference call training sessions.

4.3.5 Support & Maintenance

Intelliverse is responsible for the support and maintenance of the network based phone system. Upon purchase of the phones, IAD, and other equipment, the Buying Agency owns this hardware and is responsible for the maintenance of it. Intelliverse will provide customer service and technical support to ensure the hardware continues to work with Intelliverse's service.

4.3.6 Network Set-Up Service

Intelliverse will conduct a pre-installation site survey. This survey may be able to be done via questionnaire or may require a technician to visit the location(s). For the installation of the phones, equipment, Intelliverse will dispatch a technician to conduct the work and test to ensure the new hardware is working properly with Intelliverse's VoIP service.

4.3.7 Pricing

Pricing for VoIP is as follows:

Item	Per Unit	Plan Description
SIP Trunking Line (defined as a concurrent call session)	\$ 29.95/month/Line	Unlimited inbound calling Unlimited outbound local calling Includes 911 and directory listing
Hosted PBX Line (defined as user on the system with an individual phone number, extension and phone.)	\$ 33.95/month/Line	Unlimited inbound calling Unlimited outbound local calling Includes 911 and directory listing Each Line includes: Voicemail, Call Transfer, Call Waiting, Caller ID, Call Transfer
Interstate Long Distance	\$0.05 / min	
Intrastate Local Toll	\$0.01 - \$0.10/min	Rate depends on State. Full schedule available upon request.



Item	Per Unit	Plan Description
Unlimited Long Distance Package (includes Inter and Intra state usage)	\$ 15 / month/Line	If desired, must be purchased for all lines within a Location
Toll Free Service	\$ 2.95 / number + \$0.05 / minute	
Phones, IADs	TBD at time of quote	
Installation	TBD based on individual location.	



4.4 Hosted Voice Mail

4.4.1 Description and Features

Secured voice mail partition on shared equipment that resides at the various Intelliverse operations centers. This full featured service offering allows for creation of new messages, replying to and forwarding messages to other users, transferring to operator, paging, receiving faxes, and other features. Messages can be marked urgent or for future delivery. Receipt of a message is also available. User can create distribution lists. Local (where available) and 800 access.

4.4.2 Parameters

Service is be available on a 24/7 basis.

Basic Plus Voicemail includes 30 second greeting, 2 minute message length. 30 message capacity, 5 day message retention, ability to receive outside or network messages, ability to answer network messages.

Classic Plus Voicemail includes 90 second greeting, 3 minute message length. 60 message capacity, 14 day message retention, ability to receive outside or network messages, ability to make, give or answer network messages, distribution lists.

4.4.3 Installation

Designated Intelliverse Support Manager will coordinate system installation with designated Buying Agency coordinator (system sizing, testing, and ordering of telephone lines).

4.4.4 Training

A dedicated Intelliverse Support Manager will coordinate voice mail training via conference call or classroom training depending on customer size and requirements (not to exceed one conference call and one classroom session per location).

Additional training is available at a cost which will be established with each Buying Agency outside the scope of this contract.

4.4.5 Support & Maintenance for Voice Messaging Service

Intelliverse will provide all system administration including daily adds, moves, changes and modifications to voice mailboxes. Intelliverse will publish and distribute quarterly User directories.

Intelliverse will provide 24x7 system maintenance. 24x7 customer assistance (Help Desk) will be provided via an 800 help line.



4.4.6 Pricing

Pricing for Hosted Voice Mail is as follows:

Item	Per Month Price
Basic Voicemail	\$ 11.95
Classic Voicemail	\$ 21.95
Menu / Auto Attendant	\$ 19.95
(price is per menu. Each menu allows a choice to transfer to up to 10 mailboxes or external numbers.)	
External Transfer Usage (from menu to outside number)	\$ 0.05 /min
800 Access (per minute)	\$ 0.05 /min
Installation Fee (per user)	\$ 15.00

4.5 Unified Communications

4.5.1 Description and Features

Unified Communications offers a variety of features like Caller Connect which can find you no matter which number your caller uses to reach you. You then preview calls and can choose to connect with the caller or send the call to voicemail with the touch of a button. Unified Communications also keeps you in touch with your important fax and e-mail communications by giving you access to both by phone or e-mail. Combined with low-cost long distance and conference calling features, Intelliverse Assistant is the way to keep your business moving when you are on the move. Never miss an important call to any of your phone numbers. Make low cost long distance and conference calls. Works with your existing phone numbers and email address.

Available features include:

- Caller Connect service that locates you anywhere
- Fax to Email
- Voicemail to Email
- Mobile Access to Fax and Email
- Voicemail with Personal Greeting
- Unlimited access through your personal Toll Free number
- Optional Voice Messaging

4.5.2 Parameters

Unified Communications services will be provided nationwide out of Intelliverse's telecommunication centers.

4.5.3 Training

A dedicated Intelliverse Support Manager will coordinate training via conference call or classroom training, depending on customer size and requirements (not to exceed one conference call and one classroom session per location).

Additional training is available at a cost which will be established with each Buying Agency outside the scope of this contract.



4.5.4 Support & Maintenance for Unified Communications

Intelliverse will provide all system administration including daily adds, moves, changes and modifications to the service.

Intelliverse will provide 24x7 system maintenance via remote diagnostics. 24x7 customer assistance (Help Desk) will be provided via an 800 help line.

Intelliverse will designate an account team to each customer consisting of:

- 1) Account Specialist - this individual will be responsible for the daily maintenance of the account as well as the coordination of our internal resources for changes and/or modifications to your application.
- 2) Account Manager – this individual will be responsible for training and on-going customer concerns and issues.

4.5.5 Network Set-Up Service

Intelliverse provides and maintains a telecommunications network for all Unified Communication services. Any expenses associated with client requested dedicated facilities are charged back to the client. Intelliverse handles all capacity planning for telecommunication and data infrastructures.

Clients will be responsible for all telecommunications transport costs associated with setting up a digital voice mail network. That cost will depend on specific client requirements and are between the Buying Agency and the transport provider. (Anticipated network traffic, number of users, and associated costs will have been considered and established prior to implementation.)

In all instances, Intelliverse will charge a one-time Network set-up fee to facilitate set-up and continue to act as liaison.



4.5.6 Pricing

Pricing for Unified Communications is as follows:

Item	Per Unit
One time set up fee	\$12.00
Monthly service fee	\$7.95
Per minute Usage fee	\$.069



4.6 Integrated Premise Voice Mail

4.6.1 Description and Features

Dedicated on-site messaging equipment integrated with local PBX on Buying Agency's premise. This full-featured service offering allows for creation of new messages, replying to and forwarding messages to other users, transferring to operator, paging, receiving faxes, and other features. Messages can be marked urgent or for future delivery. Receipt of a message is also available. User can create distribution lists. 800 and Local Access can be established.

4.6.2 Parameters

Intelliverse will provide a voice mail solution, which will integrate with the customer's PBX system at their location. System Integration capabilities (MWI, Operator revert, etc.) will be available based on the type of PBX Integration.

Service will be available on a 24/7 basis.

4.6.3 Minimum

200 Voice Mailboxes (Users) per site

4.6.4 Installation

Designated Intelliverse Support Manager will coordinate system installation with designated company coordinator (system sizing, testing, and ordering of telephone lines).

4.6.5 Training

A dedicated Intelliverse Support Manager will coordinate voice mail training via conference call or classroom training depending on customer size and requirements (not to exceed one conference call and one classroom session per location).

Additional training is available at a cost which will be established with each Buying Agency outside the scope of this contract.

4.6.6 Support & Maintenance

Intelliverse will provide all system administration including daily adds, moves, changes and modifications to voice mailboxes. Intelliverse will publish and distribute quarterly User directories.

Intelliverse will provide 24x7 system maintenance via remote diagnostics. 24x7 customer assistance (Help Desk) will be provided via an 800 help line.

Intelliverse will designate an account team to each customer consisting of:



- 1) Account Specialist - this individual will be responsible for the daily maintenance of the account, and
- 2) Account Support Manager – this individual will be responsible for training, coordination of system installations, and on-going customer concerns and issues.

4.6.7 Pricing

Pricing for Integrated Premise Voice Mail is as follows:

Item	Per Month Price
Voice/Fax MailBox	
Up to 250 Mailboxes	\$ 11.16
251 - 500 Mailboxes	\$ 9.92
501 - 1000 Mailboxes	\$ 8.68
1001 and above Mailboxes	\$ 7.44
800 Access (per minute)	\$ 0.10
Installation Fee (per user)	\$ 10.50
User Moves/Changes (per event)	\$ 1.00
Cancellation Fee (per mailbox)	\$ 15.00

4.7 Conferencing

4.7.1 Description and Features

Dedicated on-site messaging equipment integrated with local PBX on Buying Agency's premise. This full-featured service offering allows for creation of new messages, replying to and forwarding messages to other users, transferring to operator, paging, receiving faxes, and other features. Messages can be marked urgent or for future delivery. Receipt of a message is also available. User can create distribution lists. 800 and Local Access can be established.

4.7.2 Parameters

Participants	Conference up to 125 participants at one time without the needs for a reservation
Toll Free Access	Intelliverse provides a shared toll free number for accessing conferences from within North America.(For International Access see 2.2)
Audio Conference Controls	Dial out to domestic & international participants Lock/unlock conference Mute/unmute line Mute all except moderator Participant roll call Record conference Live operator for assistance
Participant Roll Call	Decide whether your callers have to provide their spoken name when joining the conference. When you take roll call, you hear either the number or participants on the call or a list of their names, if provided
Entry Options Announce	3 options for participant entry / exit notification <ul style="list-style-type: none"> • Tone: Announce participants by a simple tone as they enter and exit • Name: Announce participants by the spoken name they provide as they enter and exit • Silent: Elect not to announce names or tones
Conference Continuation	Choose whether a conference should continue if the moderator hangs up
Web Controls	Moderator web console allows the moderator to see who is on the call; mute/unmute lines
Presentation Share	Moderator can present a slide show live to participants during the conference

Operator Assistance	Get live help when you are having trouble
Record Conference	Record a conference for playback later
Conference Playback	A dial in number and PIN are provided to allow you to access recorded conferences. (Recorded conferences are saved for 30 days.)
Security	Add passcodes to a conference to ensure no unwanted participants gain access to your meeting
Post-Conference Email Reports	<p>Immediately following a conference, the moderator automatically receives an email report detailing:</p> <ul style="list-style-type: none"> • Date/Time of call • Participant detail by phone number • Minutes by participant • Total Minutes of call <p>A great way to “charge” the call to a certain department, project, or client.</p>
Branding	Intelliverse can provide a company specific domestic toll free number with a branded company welcome message.

4.7.3 Minimum

None

4.7.4 Installation

Intelliverse sends cards to users indicating the conference account information.

4.7.5 Training

A dedicated Intelliverse Support Manager will coordinate voice mail training via conference call or classroom training depending on customer size and requirements (not to exceed one conference call and one classroom session per location).

Additional training is available at a cost which will be established with each Buying Agency outside the scope of this contract.

4.7.6 Support & Maintenance

Intelliverse will provide all system administration including daily adds, moves, changes and modifications to voice mailboxes. Intelliverse will publish and distribute quarterly User directories.



Intelliverse will provide 24x7 system maintenance via remote diagnostics. 24x7 customer assistance (Help Desk) will be provided via an 800 help line.

Intelliverse will designate an account team to each customer consisting of:

- 1) Account Specialist - this individual will be responsible for the daily maintenance of the account as well as the coordination of our internal resources for changes and/or modifications to your application.
- 2) Account Support Manager – this individual will be responsible for training, coordination of system installations, and on-going customer concerns and issues.

4.7.7 Pricing

Pricing for Conferencing is as follows:

Item	Per Month Price
Domestic Conferencing (toll free access)	\$0.05 / min
Surcharge for callers dialing from Alaska, Hawaii, or Puerto Rico	\$ 0.00 / minute
Surcharge for callers dialing from Canada <i>(in addition to domestic conferencing rate)</i>	\$ 0.06 / minute
Replay of Recorded Conferences	Normal domestic rate applies
WAV or MP3 file from saved conference	\$ 25 / file
Post-Conference Email to moderator	Waived



5.0 Small Business Commitment

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

Intelliverse provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Oliver Favors, Vice President of Channel Sales and Major Accounts

1-770-663-5484

oliver.favors@Intelliverse.com



6.0 Blanket Purchase Agreement (BPA) Format

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

Voicecom Telecommunications, LLC d/b/a/ Intelliverse

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Intelliverse enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0527L.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____ Ordering Activity	_____ DATE	_____ CONTRACTOR	_____ DATE
----------------------------	---------------	---------------------	---------------



BPA NUMBER _____

Voicecom Telecommunications, LLC d/b/a Intelliverse
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_ GS-35F-0527L_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
--------------------------	-----------------------------

_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
-------	-------

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

7.0 Contractor Team Arrangements

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or
- Federal Supply Schedule Contractors may individually submit a Schedule "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.